



26 Geo. II. 1742 -

An ACT for Confirming the Will of Littleton Pointz Meynell, Esquire, deceased; and for making Provision for Godfrey Meynell, Esquire, his Eldest Son and Heir, and Judith Meynell, his Daughter; and for enabling Hugo Meynell, Esquire, his Second Son, and Devisee, to make a Jointure, during his Minority; and for settling the Estates of the said Littleton Pointz Meynell to the Uses therein mentioned.



Whereas by Indenture Tripartite, bearing Date the Eleventh Day of January One thousand Seven hundred and Twenty, and made, or mentioned to be made, between Elizabeth Meynell, of Bradley, in the County of Derby, Widow, since deceased, of the First Part; Littleton Meynell, of Bradley aforesaid, Esquire, afterwards called Littleton Pointz Meynell, and Judith his Wife, of the Second Part; and Abel Alleyne, Esquire, and Brook Boothby, Esquire, of the Third Part; in Consideration of a Marriage thencefore had, and solemnized, between the said Littleton Meynell and Judith Meynell his Wife; and in pursuance of Articles therein mentioned to be made, before the said Marriage, dated the Second Day of June then last past, the said Elizabeth Meynell and Littleton Meynell, did convey and a flure divers Lands, Tenements, and Hereditaments, therein mentioned and described, situate, lying, and being, in Snelston, Nerbury, Sutton upon the Hill, Kniveton, and Teavely in the county of Derby, and in Beckingham, in the County of Nottingham, with their and every of their Appurtenances, To the Use of the said Littleton Meynell, for Life; Remainder to Trustees therein named, and their Heirs, during his Life, in Trust to preserve the contingent Remainders; and, after his Death, To the Use of the said Judith Meynell his Wife, for her Life, for her Jointure; and, after the Death of the Survivor of them, To the Use of the Heirs Male of the

the Body of the said *Littleton Meynell*, on the Body of the said *Judith* his Wife to be begotten; with the Remainder, or Reversion in Fee, to him the said *Littleton Meynell*, and his Heirs; and the said *Littleton Meynell* did thereby covenant, grant, and agree, that the said Premises were of the clear yearly Value of Five hundred Pounds, except Parliamentary Taxes:

And whereas the said *Littleton Pointz Meynell*, after the Death of the said *Judith* his Wife, levied a Fine of the Premises, comprised in the said Settlement, in order, and with an Intent, to bar the Estate thereby limited to him, and the Heirs Male of his Body, as aforesaid; and, by Deed under his Hand and Seal, declared the said Fine to enure to the Use of him, and his Heirs:

And whereas the said *Littleton Pointz Meynell*, being possessed of a considerable personal Estate, and seised of a real Estate of Six thousand Pounds a Year, and upwards, subject to several Mortgages, Debts, and Incumbrances, made his last Will and Testament, in Writing, bearing Date the Twentieth Day of September One thousand Seven hundred and Fifty-one; and thereby gave to *Godfrey Meynell*, his eldest Son, a clear Annuity of One hundred Pounds a Year, payable on every *Michaelmas* Day and every *Lady Day*, during his Life, in equal Portions; the First Payment thereof to be made on the *Michaelmas* Day or *Lady Day* next after the Testator's Decease; and he gave to his youngest Son *Littleton*, a clear Annuity of One hundred Pounds a Year, payable in like manner, during his Life; and he gave to his natural Daughter *Sabina Vincent*, a clear Annuity of Eighty Pounds a Year, payable in like manner, during her Life; and to *Sarah Sweet*, otherwise *Vincent*, a clear Annuity of Twenty Pounds a Year, payable in like manner, during her Life; and to *William Shore*, a clear Annuity of Sixty Pounds a Year, payable in like manner, during his Life; and he gave to *Elizabeth Button*, Daughter of his Wife, One thousand Pounds; and he gave all the rest of his Estates, real and personal, and all that he should die possessed of, and all that he should die intitled to, under what Shape, and under what Denomination soever, charged as above, unto his Second Son *Hugo Meynell* (who is an Infant, of the Age of Eighteen Years, or thereabouts) with full Power to dispose of the same by Will or otherwise; and appointed him sole Executor of his said Will:

And whereas the said *Littleton Pointz Meynell*, the Testator, died on or about the Twenty-eighth Day of September One thousand Seven hundred and Fifty-one, leaving Issue the said Three Sons named in his Will, and Two Daughters; *videlicet*, *Mary Fitzherbert*, Wife of *William Fitzherbert*, Esquire, and *Judith Meynell*, Spinster; and Administration of his personal Estates and Effect was afterwards granted to *Francis Tregagle*, Esquire, during the Minority, and for the Benefit, of the said *Hugo Meynell*, by Letters under the Seal of the Prerogative Court of *Canterbury*:

And whereas, by an Instrument or Writing under the Hands of the said *Godfrey Meynell* and *Hugo Meynell*, bearing Date the Twenty-fourth Day of January One thousand Seven hundred and Fifty-two, after taking Notice of the Gift or Devise of the said Annuity of One hundred Pounds *per Annum* to the said *Godfrey Meynell*, for his Life; and the Disposition of the Residue of his real and personal Estate to the said *Hugo Meynell*, and his being appointed sole Executor of the said Will; and that the Testator had made no other Provision for the said *Godfrey Meynell*, than the said Annuity of One hundred Pounds; and One other Annuity of One hundred Pounds given and granted to him by the Testator, by Indenture, in his Life-time; he the said *Hugo Meynell*, for the great Love and Affection which he had and bore to the said *Godfrey Meynell* his Brother, and for making some better and further Provision for him, besides the said Two Annuities, and in Consideration of the Agreement on the Part and Behalf of the said *Godfrey Meynell*, therein after contained, did promise and agree, when and as soon as he should attain his Age of Twenty-one Years, at his own Costs and Charges, by good and sufficient Conveyances and Assurances, to convey and assure unto, or in Trust for, the said

said *Godfrey Meynell*, all and every the Messuages, Farms, Lands, Tenements, and Hereditaments, whatsoever, as well Freehold as Leasehold, which the said *Littleton Pointz Meynell* was seised or possessed of, interested in, or intituled to, at the time of his Death, in *Beckingham*, in the County of *Nottingham*, or any Parish or Place thereunto adjoining, to hold the same unto and to the Use of, or in Trust for, the said *Godfrey Meynell*, for his Life, without Impeachment of Waste; with Remainder to Trustees, to preserve contingent Remainders; Remainder to the First and other Sons of the said *Godfrey Meynell*, successively, in Tail Male; Remainder, to all and every the Daughter and Daughters of the said *Godfrey Meynell*, in Tail General, as Tenants in common; Remainder to the said *Hugo Meynell*, his Heirs and Assigns for ever; but, with a Power for the said *Godfrey Meynell* to subject and charge the said Premises with any yearly Sum or Sums of Money, not exceeding the clear yearly Sum of Two hundred Pounds, for the Jointure of any Woman which he should marry; and with a Power for him, in case he should have an elder or only Son, to subject or charge the said Premises with any Sum or Sums of Money, not exceeding, in the Whole, the Sum of Five thousand Pounds, for the Portion or Portions of his Daughters or younger Sons; and with a Power also for him to grant Leases of the said Premises, for any Term of Years, not exceeding Twenty-one Years, in Possession, reserving the most improved Rents: And it was thereby further agreed, That the said *Godfrey Meynell* should be put into the immediate Possession of the said Premises, and have and receive the Rents and Profits thereof, to his own Use; and that if the said *Godfrey Meynell* should die, before the said *Hugo Meynell* should attain his said Age of Twenty-one Years, and such Conveyance should be made as aforesaid, leaving a Widow or Children, or both, then, and in such Case, the said Premises should be charged with such Jointure as aforesaid, and conveyed to such and so many of the Uses aforesaid, as should be then subsisting, and capable of taking Effect: And the said *Hugo Meynell* did thereby further agree, when and as soon as he should attain his Age of Twenty-one Years, to give sufficient Security to the said *Godfrey Meynell*, for the Payment of the Annuity or yearly Sum of Sixty Pounds, issuing and payable out of the Premises at *Beckingham*, or some Part thereof, to *Antony Lambert*, for his Life, and for the exonerating and indemnifying the said Premises at *Beckingham*, and the said *Godfrey Meynell*, from the Payment thereof; and that, in the mean time, and until he should attain his Age of Twenty-one Years, the said *Hugo Meynell* should pay and keep down the said Annuity, out of the Rents and Profits of his other Estates; and, in Consideration of the Premises, the said *Godfrey Meynell* did agree to confirm the said Will of his said late Father, and to release to the said *Hugo Meynell*, his Heirs, Executors, and Administrators, all the Estate, Right, Title and Interest, Claim and Demand, whatsoever, of him the said *Godfrey Meynell*, of, in, to, or out of, all or any of the Manors, Messuages, Lands, Tenements, and Hereditaments, real and personal Estate whatsoever, which the said *Littleton Pointz Meynell* was seised or possessed of, interested in, or intituled unto, at the time of his Death, other than and except the said Two Annuities of One hundred Pounds each, and the said Premises in *Beckingham*, so to be conveyed to the said *Godfrey Meynell*, and indemnified, as aforesaid:

And whereas, by a subsequent Agreement under the Hands of the said *Godfrey Meynell* and *Hugo Meynell*, dated the Fourteenth Day of February One thousand Seven hundred and Fifty-three, it was, amongst other Things, agreed, That the former Agreement of the Twenty-fourth Day of January One thousand Seven hundred and Fifty-two, should be confirmed in all Particulars, except that Part of it whereby the said *Hugo Meynell* agreed to give Security for the Payment of an Annuity of Sixty Pounds, payable out of the *Beckingham* Estate, to *Antony Lambert*, and that the said *Hugo Meynell* should be acquitted from the Agreement for Payment of the said Annuity; and that the said *Godfrey Meynell*'s Estate, of which he was then in Possession at *Beckingham*, should stand chargeable therewith;

and

and that, if the said *Hugo Meynell* should marry before he arrived at the Age of Twenty-one Years, he should have Power to make a Jointure by way of Rent-charge upon all his Estates lying in *Bradley* and *Yaldersley*, in the County of *Derby*, of Five hundred Pounds a Year clear of all Deductions, payable Half yearly, for the Life of such Wife as he should marry; and, subject thereto, to settle the said Estates, to the Use of, or in Trust for, himself for his Life, with Remainder to Trustees to support contingent Remainders; Remainder to the First and other Sons of that Marriage, successively, in Tail Male; Remainder to his right Heirs; and that, in case he should die before his Age of Twenty-one Years, the Sum of Five thousand Pounds should be charged upon, and payable out of, some Part of his *Derbyshire* Estates, not in Settlement, immediately after his Death, to Miss *Judith Meynell*, being the like Fortune her Mother brought into the Family; as in and by the said Will, Letters of Administration, and Instruments or Writings herein before recited, relation being thereunto respectively had, may more fully appear:

And whereas the said *Godfrey Meynell*, *Hugo Meynell*, and *William Fitzherbert*, and *Mary* his Wife, and *Francis Tregagle*, having taken into Consideration the Condition and Circumstances of the Estate and Family left by the said *Littleton Pointz Meynell* the Testator, and the Devise and Disposition made by his said Will, and the small Provision made by him, out of so great an Estate and Fortune, for his eldest Son, and the Heir Male of the Family; and that the said *Judith Meynell* his only unmarried Daughter is wholly unprovided for, do apprehend, and are satisfied, that it is reasonable, that some Provision should be made for the said *Godfrey Meynell*, so as to enable him to support himself in a manner suitable to his Degree; and also, some Provision for the said *Judith Meynell* to enable her to marry providently, and suitable to her Family and Education; and on that Consideration, and also in order to prevent any Controversies and Disputes that may arise, between the Testator's Children, concerning the said Settlement and Will, and to preserve Peace and Amity in the Family, ~~are willing and desirous~~ that the said Agreements, signed and entered into between the said *Godfrey Meynell* and *Hugo Meynell*, may be established and carried into Execution, except in such Particulars as the same are varied, or otherwise explained, in and by this present Act; and that a competent Portion may be provided for, and paid to, the said *Judith Meynell* on the Day of her Marriage, in such manner as is herein after-mentioned; but as this cannot be effected and accomplished during, and by reason of, the Minority of the said *Hugo Meynell*, without the Assistance and Authority of an Act of Parliament:

Therefore Your Majesty's most dutiful and loyal Subjects the said *Godfrey Meynell*, *Hugo Meynell*, and *William Fitzherbert*,

Do most humbly beseech Your M A J E S T Y,

That it may be Enacted: And be it Enacted, by the KING's most Excellent M A J E S T Y, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and every the Messuages, Farms, Lands, Tenements, and Hereditaments whatsoever, as well Freehold as Leasehold, which he the said *Littleton Pointz Meynell* was seised or possessed of, interested in, or intitled to, at the time of his Death, situate, lying, and being, in *Beckingham*, in the County of *Nottingham*, or any Parish or Place thereto adjoining; and all Houses, Outhouses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Ways, Waters, Water-courses, Hedges, Ditches, Mounds, Fences, Commons, Privileges, Commodities, Advantages, and Appurtenances, whatsoever, thereto respectively belonging or appertaining, or therewith respectively used, occupied, and enjoyed, or accepted, reputed, taken, or known, as Part, Parcel, or Member thereof; and the Reversion and Reversions, Remainder and Remainders, of the same Premises,

X have expressed their desire

Premises, shall be deemed and taken to be, from, and immediately after, the Death of the said *Littleton Pointz Meynell*, settled upon, and vested in, and the same are hereby from thenceforth settled upon and vested in, *William Fitzberbert*, of *Tissington*, in the County of *Derby*, Esquire, and *John Pindar*, of *Owston*, in the County of *Lincoln*, Esquire, their Heirs, Executors, Administrators, and Assigns, respectively, according to the Nature and Quality of the Estate and Interest which the said *Littleton Pointz Meynell* the Testator had therein respectively, at the time of his Death, subject to the said Annuity payable to the said *Anthony Lambert*, but freed and exempted, and absolutely discharged and exonerated, of, from, and against, all Estates, Interests, Claims, and Demands whatsoever, of them the said *Godfrey Meynell* and *Hugo Meynell*, their respective Heirs, Issues, Executors, and Administrators, and of all other Persons claiming under the said recited Settlement.

And it is hereby Enacted and Declared, That the said *William Fitzberbert* and *John Pindar*, their Heirs, Executors, and Administrators, respectively, shall stand and be seised and possessed of, and interested in, the said Freehold and Leasehold Messuages, Lands, Tenements, Hereditaments, and Premises, herein before settled upon, and vested in, them, as aforesaid, to the Uses upon the Trusts, and subject to the Powers, Proviso's, and Declarations, herein after inserted, expressed, and declared; that is to say, As to, for, and concerning, the said Freehold Messuages, Lands, Tenements, Hereditaments, and Premises, to the Use of the said *Godfrey Meynell*, and his Assigns, for and during his natural Life, without Impeachment of Waste; and, immediately from and after the Determination of that Estate, to the Use of the said *William Fitzberbert* and *John Pindar*, and their Heirs, during the Life of the said *Godfrey Meynell*, in Trust, to preserve the contingent Remainders, herein after limited, from being defeated or destroyed; and, for that Purpose, to make Entries and bring Actions, as Occasion shall require; yet, nevertheless, to permit and suffer the said *Godfrey Meynell*, and his Assigns, to receive and take the Rents, Issues, and Profits thereof, during his Life; and immediately from and after the Decease of the said *Godfrey Meynell*, to the Use of the First Son of the Body of the said *Godfrey Meynell*, lawfully begotten, or to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing; and, in Default of such Issue, to the Use of the Second, Third, Fourth, Fifth, Sixth, Seventh, and all and every other Son and Sons of the Body of the said *Godfrey Meynell* begotten, or to be begotten, severally, successively, and in Remainder one after another, in Order and Course, as they respectively shall be in Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing every elder of such Sons, and the Heirs Male of his Body being always preferred and to take, before a younger of them, and the Heirs Male of his Body; and, in Default of such Issue, to the Use of all and every the Daughter and Daughters of the Body of the said *Godfrey Meynell* begotten, or to be begotten, and the Heirs of the Body and Bodies of such Daughter and Daughters issuing; such Daughters, if more than One, to take in equal Shares and Proportions, as Tenants in common, and not as Joint-Tenants; and, in case of the Death of any of the said Daughters, and Failure of Issue of her and their Body and Bodies, respectively, then, as well the original Part and Share of such Daughter and Daughters so dying, and of whom there shall be a Failure of Issue, as aforesaid, as also such other Parts and Shares as shall vest in any of the said Daughters, or their Issue, by way of Survivorship or Accruer upon the Death and Failure of Issue of any other of the said Daughters, shall, from time to time, go, remain, and enure, to the Use of the Survivors, and Survivor, and others and other, of the said Daughters, and the Heirs of the Body and respective Bodies of such surviving and other Daughter and Daughters, if more than One, to take as Tenants in common, and not as Joint-Tenants; and, in Default of such Issue, to the Use of the said *Hugo Meynell*, his Heirs and Assigns for ever.

Provided always, and it is hereby further Enacted, by the Authority aforesaid, That it shall and may be lawful to and for the said *Godfrey Meynell*, at any time or times during his Life, by any Deed or Deeds, Writing or Writings, to be by him sealed and delivered in the Presence of, and attested by, Two or more Witnesses, to grant, charge, limit, or appoint, any annual Sum, or clear yearly Rent-charge, free from all ~~Taxes and Deductions~~, not exceeding ~~Two~~ hundred Pounds *per Annum*, to be issuing out of, and charged upon, the Messuages, Lands, Tenements, Hereditaments, and Premises, so hereby limited, in Use to him for his Life, as aforesaid, or any Part thereof, to be secured with Powers of Entry and Distress, and Perception of Rents, in Default of Payment of such Rent-charge; and also, by creating and limiting a Term for Years, for better securing such Rent-charge, and such other Provisions for the effectual securing the Payment thereof, as are usual in such Cases, unto, upon, or to the Use of, *Frances* his present Wife, or any Woman or Women he the said *Godfrey Meynell* shall hereafter marry, or take to Wife, as well before as after such Marriage, for and during the Life and Lives of such Wife and Wives, respectively, for her or their Jointure or Jointures, and in Bar of her or their Dower or Dowers, or for Part of her or their Jointure or Jointures, to take Effect from and after the Decease of the said *Godfrey Meynell*: And also, That it shall and may be lawful to and for the said *Godfrey Meynell*, at any time or times during his Life, by any Deed or Deeds, Writing or Writings, to be by him sealed and delivered in the Presence of Two or more Witnesses, to grant, demise, limit, or appoint, all or any Part of the said Messuages, Lands, Tenements, Hereditaments, and Premises, hereby limited in Use to him for his Life, as aforesaid, unto any Person or Persons for any Term or Number of Years, without Impeachment of Waste, to commence from his Death, upon Trust, by Sale or Mortgage of the Messuages, Lands, and Hereditaments, so to be granted, limited, or appointed, or by or out of the Rents and Profits thereof, or by all or any of the said Ways or Means, to raise, levy, and pay, such Sum and Sums of Money, not exceeding, in the Whole, the Sum of Five thousand Pounds, for the Portion and Portions of the Daughter and Daughters, younger Son or younger Sons, of the said *Godfrey Meynell*, in case of an eldest or only Son of his Body, to be an Interest vested in such Child and Children; and to be paid at such time and times, and in such Proportions and Manner, and with such Maintenance, from the Commencement of the said Term of Years so to be granted, until the said Portion and Portions, respectively, shall become payable, not exceeding the Interest of such Portion and Portions after the Rate of Four Pounds for every One hundred Pounds for a Year, as in and by such Deed or Deeds, Writing or Writings, respectively, shall be declared, expressed, directed, or appointed; so as every such Grant, Demise, Limitation, or Appointment, be respectively made with a proviso or Condition to cease, and be void, when all such Sum or Sums of Money, thereby appointed to be raised and levied, shall be accordingly raised and levied, or shall cease to become payable.

And it is hereby further Enacted, That it shall and may be lawful to and for the said *Godfrey Meynell*, at any time or times during his Life, by Indenture or Indentures under his Hand and Seal, to demise, lease, or grant, all or any of the said Messuages, Lands, Tenements, Hereditaments, and Premises, hereby limited to him for his Life, as aforesaid, unto any Person or Persons for any Term or Number of Years, not exceeding Twenty-one Years, to take Effect in Possession, and not in Reversion, or by way of future Interest; so as there be reserved on all such Leases, to continue payable Half-yearly or Quarterly during the Terms in such Leases to be granted, the best and most improved yearly Rent and Rents that can be got for the same, without taking any Fine, Premium, or Foregift; and so as in every of the said Leases there be contained a Condition of Re-entry for Non-payment of the said Rent and Rents thereby respectively to be reserved; and so as no Clause or Clauses be contained in any of the said Leases giving
Power

Power to any Lessee to commit Waste, or exempting him, her, or them, from Punishment for committing the same; and so as the respective Lessees execute Counterparts of all such Leases.

And it is hereby further Enacted, by the Authority aforesaid, That the said *William Fitzherbert* and *John Pindar*, and the Survivor of them, and the Executors and Administrators of such Survivor, shall stand and be possessed of all and every the Leasehold Messuages, Lands, Tenements, Hereditaments, and Premises, hereby vested in them, as aforesaid, with their and every of their Appurtenances, in Trust for the said *Godfrey Meynell* and his Assigns, during his Life; and, from and immediately after his Decease, then in Trust for such Person and Persons as shall, for the Time being, by virtue of the Limitations of this present Act, be intitled to the Inheritance of the Freehold Lands and Hereditaments at *Bickingham*, in the said County of *Nottingham*, hereby vested and settled, as aforesaid.

And it is hereby further Enacted, by the Authority aforesaid, That the said last Will and Testament of the said *Littleton Pointz Meynell*, and every Gift, Devise, Article, Clause, Matter, and Thing, therein contained, other than and except so much thereof as is varied, altered, or explained, by the Tenour, Force, and Effect, of this present Act, shall be, and the same are hereby, ratified, established, and confirmed: And that all and every the Manors, Lordships, Castles, Hundreds, Rectories, Advowsons, Messuages, Farms, Lands, Tenements, Rehts, and Hereditaments whatsoever, which he the said *Littleton Pointz Meynell* was seised of, or intitled to, at the time of his Death (other than and except the said Messuages, Lands, Tenements, and Hereditaments, in the County of *Nottingham*), with their and every of their Rights, Members, and Appurtenances; shall be, and the same are hereby, charged and made subject and liable, in the first Place, with, to, and for, the exonerating and indemnifying the same Premises in the County of *Nottingham* of, from, and against, all the Annuities and Legacies given and devised by the said Will, and all other the Charges and Incumbrances of the said *Littleton Pointz Meynell*, affecting the same, at the time of his Death, other than and except the said Annuity payable to the said *Anthony Lambert*; and that, subject to such Exoneration and Indemnification, as aforesaid, the same Manors, Lands, Tenements, and Hereditaments, except as aforesaid, shall, from and immediately after the Death of the said *Littleton Pointz Meynell*, be settled upon, and vested in, and the same are hereby from thenceforth settled upon, and vested in, the several Persons herein after-named, freed and discharged, and absolutely acquitted, exempted, and exonerated, of, from, and against, all the Uses, Estates, and Limitations, limited, created, and declared, of and concerning the same, in and by the said first-recited Settlement; but nevertheless to the several Uses, upon the Trusts, and to and for the several Ends, Intents, and Purposes, and under, and subject to, the Provisoes, Conditions, and Limitations, herein after-mentioned, expressed, and declared, of and concerning the same; that is to say, As, to, for, and concerning, all and singular the Manors or Lordships, Castles, Hundreds, Rectories, Advowsons, Messuages, Farms, Lands, Tenements, Tythes, and Hereditaments, of or belonging to the said *Littleton Pointz Meynell*, at the time of his Death, situate, lying, and being, or arising, within the several Counties of *Derby*, *Stafford*, *Salop*, *Chester*, and *Essex*, and the City of *London*, or any or either of them, or elsewhere in the Kingdom of *England*, with their and every of their Rights, Members, and Appurtenances, other than and except the Messuages, Lands, Tenements, and Hereditaments, of the said *Littleton Pointz Meynell*, situate, lying, and being, within the several Parishes, Townships, or Villages, of *Osmaston*, *Sturton*, and *Kniveton*, in the said County of *Derby*, and the said Estates and Premises in the County of *Nottingham*, with the Appurtenances, the same are hereby settled upon and vested in the said *Hugo Meynell*, his Heirs and Assigns for ever.

Provided always, and it is hereby further Enacted, by the Authority aforesaid, That it shall and may be lawful to and for the said *Hugo Meynell*, at any time or times during his Minority, and notwithstanding such his Minority, by any Deed or Deeds, Writing or Writings, to be by him sealed and delivered in the Presence of Two or more Witnesses, to grant, limit, or appoint, any annual Sum, or clear yearly Rent-charge, free from all Deductions, ~~for or in respect of Taxes, or otherwise~~ ^{for ever}, not exceeding Five hundred Pounds a Year, to be issuing out of and charged upon all or any Part of the Manors, Lordships, Messuages, Lands, Tenements, Hereditaments, and Premises, hereby vested in him and his Heirs, to be secured with Powers of Entry and Distress, and Perception of Rents, in default of Payment of such Rent-charge; and also by creating and limiting a Term for Years for better securing such Rent-charge, and such other Provisions for the effectual securing the Payment thereof, as are usual in such Cases, unto, upon, or to the Use of any Woman or Women, that he the said *Hugo Meynell* shall happen to marry during his Minority, as well before as after his such Marriage, for and during the Life and Lives of such Woman and Women, respectively, for her or their Jointure or Jointures, and in Bar of her and their Dower or Dowers, or for Part of her or their Jointure or Jointures, to be payable half-yearly, and to take Effect from and after the Decease of the said *Hugo Meynell*.

And it is hereby further Enacted, by the Authority aforesaid, That it shall and may be lawful to and for the said *Hugo Meynell*, at any time or times, during and notwithstanding such his Minority as aforesaid, by any such Deed or Deeds, Writing or Writings, as aforesaid, or any other Deed or Deeds, Writing or Writings, to be executed and attested as afore-mentioned, to settle, convey, limit, and assure, all or any Part of the same Manors, Lordships, Messuages, Lands, Tenements, Hereditaments, and Premises, so vested in him, and his Heirs, as aforesaid, not exceeding in the whole the clear yearly Sum of ~~One thousand~~ ^{12 Two} hundred Pounds above all Deductions, except the Land-Tax, unto, upon, or for the Use and Benefit of, or in Trust for all and every or any Child or Children of his Body lawfully begotten, in such Manner and Form, and for such Estates and Interests, or in such Shares and Proportions, and with and under such Powers, Provisoos, and Limitations, as he the said *Hugo Meynell* shall think proper and requisite.

And it is hereby further Enacted, by the Authority aforesaid, That all and singular the Messuages, Farms, Lands, Tenements, and Hereditaments, of or belonging to the said *Littleton Pointz Meynell*, at the time of his Death, situate, lying, and being, within the said Parishes, Townships, or Villis, of *Osmaaston*, *Sturson*, and *Kniveton*, or any of them, or the Liberties, Precincts, or Territories, of them, or any of them, shall, from and after the Twenty-fourth Day of *June* One thousand Seven hundred and Fifty-three, be settled upon, and vested in, and the same are hereby from thenceforth settled upon, and vested in, the said *William Fitzberbert*, and *Francis Tregagle*, of *New-Inn*, in the County of *Middlesex*, Gentleman, their Executors, Administrators, and Assigns, for and during the Term of Five hundred Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of or for any manner of Waste upon the Trusts nevertheless, and to and for the Intents and Purposes herein after-mentioned, expressed, and declared, of and concerning the same; and immediately after the End, Expiration, or other sooner Determination of the said Term of Five hundred Years, and subject thereto, to the Use of the said *Hugo Meynell*, his Heirs and Assigns for ever.

And it is hereby Enacted and Declared, That the said Messuages, Lands, Tenements, Hereditaments, and Premises, herein before vested in the said *William Fitzberbert* and *Francis Tregagle*, for the said Term of Five hundred Years, as aforesaid, are and were so vested in them, upon the Trusts, and to and for the Ends, Intents, and Purposes, herein after-mentioned; that is to say, upon Trust that they the said *William Fitzberbert* and *Francis Tregagle*, and the Survivor of them,

them, and the Executors and Administrators of such Survivor, shall and do, by Sale or Mortgage of the Premises comprised in the said Term of Five hundred Years, or of a competent Part thereof, for all or any Part of the said Term, or by or out of the Rents, Issues, and Profits thereof, or by all or any the said Ways and Means, raise and levy the Sum of Five thousand Pounds of lawful Money of *Great Britain*, as and for the Marriage-portion of the said *Judith Meynell*; and do and shall pay the same to her the said *Judith Meynell*, for her own Use and Benefit, upon the Day of her Marriage, or the Day of the Death of the said *Hugo Meynell*, which shall first happen.

Provided always, That if the said *Judith Meynell* shall die before the said Portion shall become payable, or when and as all the Trusts herein before declared of the said Term of Five hundred Years shall have been executed and performed, or become unnecessary, and the Costs and Charges of the Trustees in the Execution of the Trusts of the said Term shall be paid and satisfied; then, and from thenceforth, the said Term of Five hundred Years shall cease, determine, and be absolutely void; and that, in the mean time, the said Trustees, their Executors, Administrators, and Assigns, shall and do permit and suffer the yearly Rents and Profits of the Premises, or so much thereof as shall not be issued and applied in, for, or towards, the Execution and Performance of the Trusts of the said Term, to be had, received, and taken, by the Person and Persons to whom the Reversion or Remainder of the Premises, immediately expectant on the Determination of the same Term, shall, for the Time being, belong or appertain.

And it is hereby further Enacted, That the Trustees herein before-named, for the Purposes of this present Act, shall not, nor shall any of them, or the Heirs, Executors, or Administrators, of any of them, be answerable or accountable for any Money to be received by virtue of or under the Trusts hereby in them reposed, any otherwise than each Person for such Sum and Sums of Money as he shall, respectively, actually receive; and that no One of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them: And also that the said Trustees, their respective Executors and Administrators, shall and may, by and out of the Rents and Profits of the Premises hereby vested in them, or by and out of the Money arising by Sale thereof, retain to and reimburse themselves for all Costs, Charges, Damages, and Expences, that they respectively shall or may sustain, or be put unto, in and about the Execution of the Trusts hereby in them reposed.

Saving always to the KING's Most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person or Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (Other than and except the said *Hugo Meynell* and *Godfrey Meynell*, and their respective Heirs, Issues, Executors, and Administrators, and all and every Person and Persons claiming, or to claim, any Estate, Right, Title, or Interest, either in Law or Equity, by virtue of or under the said first-recited Settlement), All such Estate, Right, Title, Interest, Claims, and Demands, whatsoever, of, in, to, or out of, the Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, vested and settled by this Act, as they, every or any of them, had before the Passing of the same, or could or might have held and enjoyed, in case this Act had not been made.

[illegible]

An ACT for Confirming the Will of
Littleton Pointz Meynell, Esquire,
deceased; and for making Provi-
sion for Godfrey Meynell, Esquire,
his Eldest Son and Heir, and Judith
Meynell, his Daughter; and for
Enabling Hugo Meynell, Esquire,
his Second Son, and Devisee, to
make a Jointure, during his Mi-
nority; and for Settling the Estate
of the said Littleton Pointz Mey-
nell to the Uses therein mentioned.

An ACT for Confirming the Will of Littleton Pointz-Meynell, Esquire, deceased; and for making Provision for Godfrey Meynell, Esquire, his Eldest Son and Heir, and Judith Meynell, his Daughter; and for Enabling Hugo Meynell, Esquire, his Second Son, and Devisee, to make a Jointure, during his Minority; and for Settling the Equities of the said Littleton Pointz Meynell to the Uses therein mentioned.

[1753.]